



TERMS AND CONDITIONS OF ENTRY INTO 2019 ELDERS CALENDAR PHOTO COMPETITION (THE PROMOTION)

1. Information on how to enter forms part of these terms and conditions. If there is any inconsistency between these terms and conditions and any other published information, these terms and conditions will prevail to the extent of the inconsistency. By participating in this Promotion, each participant fully and unconditionally agrees and acknowledges that these terms and conditions are binding.
2. The Promoter is Elders Rural Services Australia Limited ABN 72 004 045 121 of 80 Grenfell Street, Adelaide South Australia 5000, telephone: 08 8425 4000.
3. The Promotion commences at 9.00am Central Standard Time ("CST") Friday 1st June 2018 and closes at 11:59pm CST Sunday 15th July 2018 ("the Promotion Period").
4. This Promotion is a game of skill. Chance plays no part in determining the winner. Each entry will be judged by a panel of judges (Judges), nominated by Elders, and other Elders staff members, according to its merits as determined by the Judges in their sole discretion. Merit will be awarded on the basis of image composition (sharpness, balance, and light), artistic and creative imagery and relevance to the category entered.
5. Entry is open to all residents of Australia who submit a valid entry in accordance with clause 6 during the Promotion Period ("an Eligible Entrant"). The Judges and their family members are ineligible to enter.
6. To enter this Promotion, an Eligible Entrant must, during the Promotion Period: a. Be a resident of Australia aged 18 years or older; b. Take a picture that best demonstrates 'Growing Australia'; c. Fill in the online form and upload your high resolution photo on our competition web page: <https://eldersrural.com.au/calendarcompetition/>; d. The top 13 photos that best support the 'Agriculture in Focus' theme will be used in Elders 2019 Calendar. e. Accept these terms and conditions (which is required as part of the process of uploading a photo); f. Keep a high resolution copy of photographs that are submitted (high resolution means the file needs to be minimum 220mmx155mm at 300dpi). This will be a jpeg file of a minimum 1 megabyte in size; and g. Give the warranties set out in clause 15, which are given by accepting these terms and conditions and submitting an entry.
7. All photographs must be submitted online at the Website. Entries will not be accepted in any other format. When submitting photographs, entrants will be asked to: a. nominate the category to which the photograph relates. b. submit personal information including name and contact details. Elders requires this information in accordance with clause 18; c. ensure that your photographs meet the requirements specified on the Website. Failure to do so may result in photographs not meeting judging criteria and hence not being judged; and d. nominate whether the Promoter may use submitted photographs only for this Promotion or for this Promotion and on other Elders materials and promotions.
8. No deletions or alterations are able to be made to submitted entries.
9. The prize for the Promotion is that the winning photos are featured in the Elders 2019 Calendar with attribution given to the entrant. Additionally, the top photo that is selected for the cover space



will also receive a \$500 prepaid visa card sent to the address provided during the entry process to reimburse for any costs that may have been incurred. The next 12 top photos selected will fill 12 month pages in the Elders 2019 Calendar and will receive a \$100 prepaid visa card.

10. All Entrants grant the Promoter an irrevocable, royalty free, non-assignable license to print, disseminate, reproduce or display entries for the purpose of judging entries to select winning entries (“Winners”) and to display photographs entered into the competition on the Website during the Promotion Period and for a reasonable time thereafter, in connection with the marketing of the Promotion. In addition: a. Entrants who nominated that the Promoter could only use their photograph in connection only with this Promotion grant the Promoter an irrevocable, royalty free, non-assignable license to print, disseminate, reproduce or display entries in or in connection with the Elders 2019 Calendar; and b. Entrants who nominated that the Promoter could use their photograph in connection with this Promotion and other Elders materials grant the Promoter an irrevocable, royalty free, non-assignable licence to print, disseminate, reproduce or display entries for any purpose which Elders determines in its discretion.

11. The licences in clause 10 are not exclusive and entrants retain ownership of their photographs and copyright therein and are able to exploit their photographs for any purpose that they wish, including commercial purposes, notwithstanding that the photographs have been entered into the Promotion, provided that any use or commercialisation of the photographs by the entrant will be on terms that are consistent with the licenses granted to the Promoter under clause 10 and will not result in the Promoter being at risk of infringing third party intellectual property rights by its use of the photographs in accordance with those licences.

12. When using entries in connection with the Elders 2019 Calendar (in accordance with the licenses granted under clause 10), the Promoter will attribute the entrant as the creator of the photograph. However, the Promoter will not attribute the entrant as the creator of the photograph when it is used for purposes other than the Elders 2019 Calendar, if such broader rights of use have been granted to the Promoter by the entrant.

13. The Promoter may, in connection with its use of the photographs in connection with the licences granted to it under clause 10, edit and adapt the photograph so that it is suitable for publication in the Elders 2019 Calendar and in any other Elders material for which the Entrant may have elected to grant the Promoter a licence.

14. No responsibility will be accepted by the Promoter for lost, late or incomplete Entries.

15. As a condition of submitting photographs to be considered for judging, each entrant warrants in favour of the Promoter that: a. all photographs that the entrant has submitted are the original work of the entrant; b. the entrant has not granted any intellectual property rights in the photographs to any third party, whether by way of sale, assignment, sub-license or any other means; c. the entrant will not at any time in the future grant any intellectual property rights in the photographs to any third party, whether by way of sale, assignment, sub-license or any other means, that might result in the Promoter infringing those third party property rights by its use of the photographs in accordance with the licenses granted under clause 10; d. the photographs do not infringe the intellectual property rights of any third party; e. the entrant has any authorities or permissions required by them in order to submit their entry; and f. the entrant has the right to grant the licenses in clause 10; and g. the photographs are not likely to be regarded by a reasonable member of the Australian community as being obscene or offensive, and do not contravene any applicable laws.



16. The Judges will select photographs that meet the criteria specified in clause 4 and are otherwise suitable for publication in Elders 2019 Calendar. The Judges will select as many or as few photographs for publication in Elders 2019 Calendar as they consider appropriate.

17. The Eligible Entrants that submitted the winning Entries will be declared the winners ("Winners"). Judging of all Entries will be conducted between 16/07/2018 and 17/08/2018 at 80 Grenfell St Adelaide, SA, 5000. The Judges' discretion will be final and no correspondence will be entered into.

18. The Winners will be notified by telephone or email using the details disclosed on the entry form. The winners' names and their winning entry will also be published on the Elders website <https://eldersrural.com.au/calendarcompetition/> by 31/08/2018 Entrants are responsible for keeping the Promoter informed of any changes to their contact information during and immediately following the Promotion Period.

19. The Promoter collects personal information from all entrants in order to conduct the Promotion. If the information requested is not provided, the entrant may not participate in the Promotion and their entry may be discarded. It is a condition of entry into the Promotion that the Winners consent to the publication of their name and city/town of residence in any advertisements or articles relating to the Promotion or the Prize, including the Elders 2019 Calendar. Winners may also be requested to participate in any media releases issued by the Promoter, which may include photographs of the Winner. However, Winners may refuse to participate in such media releases.

20. Personally-identifying information collected from participants in this Promotion is subject to the Promoter's privacy policy, which can be found at the <http://www.eldersrural.com.au> website and will be handled in accordance with all applicable laws in Australia. The Promoter collects personal information for the purposes of contacting the Winners and attributing their creation of any photographs that are published.

21. If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorized intervention, fraud, or technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion. The Promoter also reserves the right to disqualify entries that don't meet with Elders expectations for appropriate images for this purpose.

22. It is a condition applicable to all persons who access the website for this Promotion and/or submit entries that they do not tamper or interfere with the website or the entry process, so as to provide an advantage to the Entrant, a disadvantage to any other Entrant, or otherwise to interrupt the fair and efficient conduct of the Promotion. The Promoter reserves the right to disqualify any Entrant which the Promoter reasonably believes has tampered or interfered with the website or the entry process.

23. Any dispute arising out of or in relation to the competition shall be governed by the laws of South Australia.